**BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA**

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| Application of Pacific Gas and Electric Company for Approval of Its Proposals and Cost Recovery for Improvements to the Click-Through Authorization Process Pursuant to Ordering Paragraph 29 of Resolution E-4868. (U39E) | A.18-11-015<br>(filed November 26, 2018) |
| And Related Matters. | A.18-11-016<br>A.18-11-017 |

# OPENING BRIEF OF MISSION:DATA COALITION

## 1. Summary

Mission:data Coalition ("Mission:data") respectfully requests that the California Public Utilities Commission ("Commission") take the following actions:

- Authorize Pacific Gas and Electric Company ("PG&E"), Southern California Edison Company ("SCE") and San Diego Gas & Electric Company ("SDG&E," together, the "IOUs") to implement the Click-Through Platforms ("CTPs") as described in their applications
- Require the IOUs to submit Advice Letters containing a Service Level Agreement ("SLA") consistent with Mission:data's proposal, including 160 hours per year of scheduled maintenance windows, within thirty (30) days of a final order being issued in these proceedings
- Require SDG&E to develop a programmatic method by which demand response providers ("DRPs") can interrogate the status of a given authorization ($151,947) and offer a dedicated test environment ($84,959), but ratepayers should not be responsible for these amounts
- Require SDG&E and SCE to file Advice Letters containing supplemental budgets necessary to achieve standardization of file formats using Green Button's "RetailCustomer" within sixty (60) days following an order in this proceeding
- Require IOUs to seek Energy Division approval for material changes to the customer experience of their CTPs

- Require IOUs to provide a common, public-facing website showing outages and scheduled maintenance windows

## 2. Introduction

Pursuant to Rule 13.12 of the Commission's Rules of Practice and Procedure and Administrative Law Judges' McGary's and Hecht's April 14, 2021 email ruling,[1] Mission:data hereby submits its Opening Brief in the above-referenced consolidated proceedings.

At its root, the central contested question in this docket is to what extent the investor-owned utilities ("IOUs") should be insulated from financial consequences as a result of their poor performance with respect to the click-through platforms ("CTPs"). The IOUs argue that a service-level agreement ("SLA") proposed by Mission:data[2] is inappropriate for various reasons. In this Opening Brief, Mission:data demonstrates that each of the arguments put forth by the IOUs in opposition to SLAs are either misplaced or erroneous, and furthermore, that opposition to SLAs serves to shift the risk of poor performance onto ratepayers. Mission:data will establish that not only is some form of an SLA reasonable, but that the specific SLA proposed by Mission:data is appropriately tailored to the circumstances in California involving the CTPs. As a result, the Commission should require the IOUs to submit Advice Letters containing an SLA consistent with Mission:data's proposal within thirty (30) days of a final order being issued in these proceedings. In addition, Mission:data argues for three other accountability measures: (1) the need to prevent the IOUs from making changes to the user experience without Energy Division approval; (2) features proposed by SDG&E that should be funded by shareholders

[1] April 14, 2021 Administrative Law Judges McGary and Hecht's *E-Mail Ruling Regarding Off-Calendar Evidentiary Hearings and Document Only Evidence Process*.
[2] MD-0501 at 1-3.

because they should have been implemented previously; and (3) the IOUs should have a common, public-facing website for communicating outages associated with the CTPs. By adopting these recommendations, the Commission will take a thoughtful approach to protecting ratepayers and reduce administrative inefficiencies relating to future disputes regarding CTP performance.

## 3. Argument

### A. Background

Mission:data's emphasis on the performance of the CTPs in these consolidated proceedings is rooted in the history of the CTPs in California. In many respects, the existence of these proceedings is the result of the IOUs' CTPs not meeting reasonable expectations for performance in the past, as demonstrated by a brief review of the procedural history. The applications filed by the IOUs November, 2018 were ordered under Commission Resolution E-4868 (2017) Ordering Paragraph 29, which required the IOUs to submit applications covering several topics, including "improvements to the authorization process that may have the effect of increasing customer enrollment in third-party demand response programs" and "improvements in data delivery processes." Addressing topics of system availability, speed of data delivery, and the customer experience, Resolution E-4868 sought to resolve issues identified by demand response providers ("DRPs") that unduly hindered their operations in California. As early as 2015, DRPs raised performance issues with the Commission, ranging from incomplete datasets to poor response times to unnecessarily difficult customer experiences.[3] In the past five years, the

[3] See, e.g., Application A.14-06-001, *Opening Brief of Comverge, Inc., EnergyHub, Inc., and OhmConnect, Inc. on Demand Response Rule 24 Budgets to Support Participation in the CAISO's Ancillary Services and Real-Time Energy Markets*. Filed Aug. 10, 2015.

Commission has sought to remedy myriad shortfalls through a combination of orders requiring applications that further refine the CTPs' datasets or response times, or other orders requiring stakeholder meetings.

Unfortunately, the CTPs have in the aggregate cost a significant sum to ratepayers. The numbers amount to tens of millions of dollars, with PG&E's system costing $54 million,[4] SCE's costing $9 million,[5] and SDG&E's costing $2.2 million.[6] These figures do not include the sums in the applications before the Commission today, which total some $38.2 million.[7] Undoubtedly significant progress with the CTPs has been made over the past five years, and Mission:data does not deny areas of progress. Nevertheless, with the overall price tag rising, and with this round of applications pending before the Commission, it is reasonable to ask at this juncture what can be done to prevent a pernicious cycle from materializing: the CTPs perform poorly, the IOUs seek cost recovery for improvements, and ratepayers fund the improvements; rinse and repeat.

Arguably, significant portions of these consolidated proceedings and Resolution E-4868 would not have been necessary if the IOUs had been more timely and capable in meeting Commission requirements previously. For example, in 2016, Decision D.16-16-008, Ordering Paragraph ("OP") 1 called for streamlining electronic signatures and OP 9 called for simplifying the direct participation enrollment process and adding more automation; also in 2016, Decision D.16-09-056 set forth various principles that clearly directed the IOUs to streamline their

[4] PG&E response to Mission:data set 2, question 2. MD-0511 at 3-5.
[5] $5.805 million from SCE-0100 at 10 (Table II-2), plus $3.18 million from SCE response to Mission:data set 4, question 1, MD-0513 at 1.
[6] SDG&E response to Mission:data set 5, question 4, MD-0516 at 4.
[7] Sum of PG&E ($19.263 million, PGE-0001 at 15), SCE ($17.7 million, SCE-0100 at 3) and SDG&E ($1.25 million, SDGE-0200 at 12).

information technology systems, such as "Demand response shall be market-driven leading to a competitive, technology-neutral, open-market in California *with a preference for services provided by third-parties* through performance-based contracts" and OP8, which states that "Demand response customers shall have the right to provide demand response through a service provider of their choice and *Utilities shall support their choice by eliminating barriers to data access.*"[8] And yet the Commission is reviewing these applications, some portion of which is performance-related, and additional ratepayer expenses may result. While we cannot go back in time, the Commission can nevertheless use this opportunity to minimize the risk of future requests for ratepayer funds involving the performance of the CTPs.

At the outset, it is important to clarify that Mission:data's argument in favor of an SLA is not dependent upon a firm judgment of the CTPs's historic performance. While Mission:data and OhmConnect have presented persuasive evidence that the CTPs' performance is not as rosy as the IOUs' portrayals would leave the Commission to believe – evidence that we cite below – a conclusive determination on the past is not strictly required in order to deem an SLA appropriate in this case. The Commission should understand that the proposed SLA is primarily prophylactic, not punitive. Even if the CTPs' performance over the next few years is stellar and exceeds all expectations, the SLA will have served its purpose as an oversight and accountability tool. Mission:data's approach is to hope for the best, but to plan for the worst. Indeed, the best outcome in California would be for no provisions of the SLA to be triggered – ever – because the CTPs' performance is excellent; that is certainly our hope. Nevertheless, given the procedural history and the evidence of instances of poor performance by some IOUs, Mission:data believes

[8] *Decision D.16-09-056*. Issued October 5, 2016 at 52, OP8. Emphasis added.

the Commission's approach to any multi-million dollar information technology investment in this area should be consistent with a well-known business maxim: *Hope is not a strategy.*

### B. Mission:data's Proposed Service Level Agreement Recommendation Incorporates the IOUs' Scheduled Maintenance Periods

After the filing of direct testimony and rebuttal testimony, Mission:data became aware through discovery responses of the CTPs' outages as a result of scheduled maintenance windows in calendar year 2020. Mission:data wishes to update and clarify our recommendations as a result of these discovery responses. Originally, Mission:data proposed allowing 30 hours per year of scheduled CTP maintenance.[9] To be considered scheduled maintenance and not an unscheduled outage, the IOUs must provide at least fourteen (14) days advance notice to all DRPs and post a public notice on the utility's website describing the start date and time and end date and time.[10] However, on December 11, 2020, PG&E responded that its scheduled maintenance windows totaled 120 hours thus far in 2020;[11] SCE responded on February 8, 2021 that its scheduled maintenance for calendar year 2020 totaled 160 hours;[12] and SDG&E responded on February 5, 2021 that its scheduled maintenance for calendar year 2020 totaled 106 hours.[13]

As a result of this new information, Mission:data has reconsidered its maximum allowable scheduled maintenance period and now believes that 160 hours per year is appropriate. 160 hours was the maximum of the three IOUs' scheduled maintenance windows in 2020. Mission:data strongly supports scheduled maintenance. Scheduled maintenance allows the IOUs to apply

[9] MD-0501 at 1.
[10] *Id.*
[11] Sum of planned outages in PG&E response to OhmConnect_001, Question 1(a). OHM-0602 at 2-3.
[12] Sum of planned outages in SCE response to Mission:data-003, Question 2(c). MD-0512 at 3-4.
[13] Sum of planned outages in SDG&E response to Mission:data-004, Question 2(c). MD-0515 at 4-6.

patches, perform functional upgrades, replace networking hardware, and improve cybersecurity. Scheduled maintenance windows represent sound management practices, whereas unscheduled outages generally indicate imprudent management. In addition, advance notice for maintenance windows helps DRPs coordinate their information technology ("IT") teams and customer service activities to minimize disruption. While the total number of hours per year of "uptime" – inclusive of scheduled maintenance – is important, Mission:data believes that the value of accommodating the IOUs' historical duration of annual scheduled maintenance is worth a reduction in overall uptime because it will likely reduce the frequency of emergency unplanned outages. Mission:data notes that 160 hours amounts to 1.83% of an entire year.

Increasing the allowance for scheduled maintenance to 160 hours per year addresses the IOUs' concerns that the SLA does not permit sufficient time for necessary maintenance activities. For example, SDG&E states that the SLA's uptime requirement of 99.8% is burdensome and "impractical" because "SDG&E would have to synchronize the maintenance schedules and recovery times across all of these systems and applications…."[14] Establishing maintenance windows of 160 hours per year alleviates these concerns.

### C. The IOUs' and Public Advocates' reasons for opposing a Service Level Agreement are flawed

In direct testimony and rebuttal testimony, the IOUs and the Public Advocates Office ("PAO") make various claims about the applicability, appropriateness and cost of applying an SLA to the CTPs. These arguments are flawed, for the reasons explained below.

[14] SDGE-0210 at DSW-3:18-19.

### i. The claim that SLAs only apply to "customer/service provider" relationships is false

Both PAO and the IOUs claim that SLAs are inappropriate by their very nature. PAO states that "An SLA could be appropriate for cases where customers purchase services directly from service providers, and the customers have an expectation of services in exchange for their purchase."[15] The IOUs make similar arguments that the lack of a fee-for-service relationship necessarily means that an SLA is inappropriate.[16] These claim hinge on a false premise: SLAs are invalid because DRPs do not pay for CTP services. In fact, Mission:data has never suggested that an SLA requires payment to be useful or effective, nor has any other party argued that SLAs cannot exist in situations in which the users of IT platforms do not pay for such services. The notion that *any form* of an SLA cannot exist in a "regulated environment" is untrue because it ignores how the SLA proposed by Mission:data is structured: it protects ratepayers not by requiring IOUs to pay DRPs but by merely rescinding the presumption of prudence for a certain amount of the applications' funds in the IOUs' next rate cases. In direct testimony, Mission:data explicitly stated that the SLA's purpose is to "hold the IOUs accountable for their expenditures"[17] – not to be a carbon copy of agreements used in unregulated sectors of the economy.

[15] CALA-400 at 1-2:7-9

[16] PG&E: "Equating the service credits cloud IT providers deliver to individual customers, i.e. refunds, to 50 percent rescission of prudence for the utility's cost recovery is an inapplicable comparison," PGE-0002 at 1-24:26-28; SCE: "…intervenors have failed to show why these paid services are appropriate comparisons to the free data IOUs provide to DRPs," SCE-0101 at 7:18-19; SDG&E: "..one of the key factors underlying an SLA is the fact that the IT provider is agreeing to provide a certain level of service to another entity in exchange for financial compensation," SDGE-0200 at DWS-5:2-4.

[17] MD-0500 at 6:83-84.

PAO's and the IOUs' argument seems to be that the substance of the SLA proposed by Mission:data does not comport with their preconceived notion of an SLA between unregulated market actors, and therefore any form of SLA is invalid. In other words, the opposition to SLAs on the basis of payment is cosmetic rather than substantive: In PAO's and the IOUs' views, the words "service level agreement," which appear at the top of MD-0501 page 1, constitute the sole grounds for invalidating the remainder of the document, because an SLA in their conception necessarily involves payment to an IT platform operator, a circumstance not faced in these proceedings. Mission:data is indifferent to the document's title and does not believe the title has significant bearing on the text below it. Furthermore, Mission:data notes that in any legal interpretation the textual substance of MD-0501 supersedes PAO's and the IOUs' prejudged notions concerning the title words.

### ii. The claims that SLAs should be rejected because they are "unnecessary" are misleading and misplaced

The IOUs also argue that SLAs should be rejected because they are unnecessary. For example, PG&E states that "PG&E is currently delivering timely and accurate data to DRPs under a tariffed Rule 24 that includes a Click-Through feature"[18] and that "…OhmConnect's and Mission:data's SLA proposals far exceed what is necessary for participation in the CAISO markets…"[19] In attempting to demonstrate the lack of need for an SLA, each IOU cites several requirements and Commission orders that, the IOUs argue, make them "strictly" and "carefully" regulated entities without an SLA.[20] According to the IOUs, an SLA is not necessary due to the existence of preexisting regulations. However, what the IOUs fail to acknowledge is that there

[18] PGE-0002 at 1-3:3-5.
[19] *Id.* at 1-9:1-2.
[20] See, e.g., PGE-0002 at 1-10:4 – 1-12:5.

are no quantitative standards governing overall CTP availability that apply to the IOUs. Resolution E-4868 addresses various areas such as average response times for the initial dataset upon customer authorization, and Rule 24/32 requires the IOUs to provide certain data types "in a timely fashion," but there is no number for overall technical availability of the CTPs that the IOUs must achieve. Besides imposing unnecessary costs on DRPs when the CTPs are not sufficiently available, the lack of quantitative availability standards results in inefficient processes and unnecessary litigation before the Commission. For example, OhmConnect, a DRP, has a complaint against SCE that has been pending before the Commission for over two years without being resolved.[21] Not only does OhmConnect's complaint allege data delays in violation of Commission regulations, but it also alleges poor response times to technical problems with SCE's CTP as discovered by OhmConnect. Both system availability and issue resolution timeframes are addressed quantitatively by Mission:data's proposed SLA. If the quantitative measures of Mission:data's SLA were to be adopted as a condition of approving the IOUs' applications, Mission:data submits that time-consuming complaint proceedings would become less necessary. A likely reduction in litigation would result because rather than disputes centering on the Commission's qualitative regulations pertaining to CTP system availability, the objective availability standards proposed by Mission:data would reduce or eliminate contestation.

It is important to clarify that the SLA's benefits are forward-looking. Even though Mission:data will demonstrate in this Opening Brief that the IOUs' historic performance gives cause for concern, the need for an SLA can be justified solely by avoiding unnecessary future

[21] C1903005, *Complaint of OhmConnect, Inc. Against Southern California Edison Company for Data Failures*. Filed March 8, 2019.

costs borne by DRPs as a result of poor performance. In testimony, Mission:data stated that "Sporadic outages, glitches, and errors still occur, and these problems impose costs on DRPs and utilities alike."[22] In other words, the Commission does not require proof of historic violations of service level expectations in order to require an SLA now. The forward-looking benefits of an SLA – including reduced risk of ratepayers bearing the costs of poor performance into the future – are by themselves sufficient to justify the SLA as proposed. Thus, when SCE states that "By advancing this SLA proposal, intervenors prejudge without evidence that SCE's proposed platform will not meet Rule 24 requirements,"[23] SCE's argument is beside the point; there is sufficient value in the preventative measures of an SLA.

It is worth noting that no IOU has ever suffered a negative financial repercussion to date relating to the CTPs. PG&E, SCE and SDG&E all stated that 100% of the costs of the CTPs have been funded by ratepayers to date, with 0% by shareholders,[24] and no penalties have ever been levied against an IOU as a result of the CTPs.[25] This is despite numerous patterns of poor performance in which some IOUs' CTPs were offline and unusable for days at a time.[26] One IOU has had over 100 "data issue" reports submitted,[27] while another took over five (5) weeks to resolve data-related issues submitted to them.[28] As stated above, the central question in these

[22] MD-0500 at 7:101-102.
[23] SCE-0101 at 4:10-12.
[24] For PG&E, "Authorized funding is recovered in rates," MD-0511 at 3; for SCE, costs "are fully recovered through SCE's General Rate Case," MD-0513 at 2; for SDG&E, "No expenses associated with Rule 32 CTP are shareholder funded," MD-0516 at 4.
[25] See, *e.g.*, PGE-0002 at 1-14:1-3.
[26] MD-0503, showing seven days of customers being directed to a "system down" web page; MD-0514 at 8-11, describing various malfunctions, three of which took several days or more to remedy.
[27] OHM-0604 at 5, SCE response to OhmConnect set 1, question 3.
[28] OHM-0606 at 5, SDG&E response to OhmConnect set 1, question 4.

proceedings is to what extent the IOUs should be insulated from the consequences of poor performance. Based on the lack of any dollars being funded by shareholders since 2016, the IOUs have been effective in achieving complete insulation.

Moreover, SCE perfectly illustrates the need for a prospective SLA. SCE states that it developed a "Data Quality Framework" in June 2020 as a result of "technology challenges."[29] The Data Quality Framework is included in the cost of SCE's $17.7 million application. Mission:data strongly supports SCE's development on this front, but key questions remain: Why wasn't a Data Quality Framework implemented previously? Do the other utilities lack similar frameworks? What if the lack of such frameworks is discovered by the Commission in the future, and will ratepayers be asked to fund their development years into the future?

Finally, with regard to accountability of the IOUs' staff, none of the IOUs were able to provide examples of any mechanisms by which their staff are disciplined for poor performance of the CTPs, including, but not limited to, reduced bonuses for executives.[30] This lack of accountability is particularly important because the IOUs use a combination of cloud-based services and staff.[31] SDG&E questions whether disciplinary action is even possible, saying "…it has not been established that a standard of 95% [uptime] could be applied fairly against its

[29] MD-0507 at 2.
[30] See, e.g., MD-0513 at 8 for SCE; for SDG&E, see MD-0516 at 8-10, SDG&E response to Mission:data set 5, question 9(f).
[31] See, *e.g.*, MD-0515 at 3: "…SDG&E does not enter into service level agreements with respect to applications or programs that are maintained by in-house personnel and hosted in the SDG&E data center."

individual employees' performance given the way SDG&E's systems are built and interdependent."[32] The lack of these assurances in the record does not instill confidence.

### iii. SDG&E's opposition to an SLA makes plain its desire to avoid consequences for poor performance

One statement in particular by SDG&E must be noted because it suggests that SDG&E would feel compelled to act inappropriately if it were required to adhere to an SLA: "Should SDG&E be ordered to meet some SLA and be financially penalized for not meeting it, SDG&E would need to consider the ultimate potential disruption to its participation in offering Rule 32 with such increased risk to ratepayers."[33] It is difficult to read this sentence as anything other than a threat to DRPs – in particular, the "potential disruption to its participation" – that contravenes the Commission's preference of third party demand response established in D.16-09-056 and non-discrimination provisions of Rule 32. Mission:data notes that it is the Commission, not SDG&E, that decides whether SDG&E should implement Rule 32.

### iv. The claim that satisfying the SLA would be costly or technically burdensome is false

In fact, the IOUs' self-reported system availability figures demonstrate that meeting the proposed SLA is achievable. For example, in 2020 PG&E states that its API availability has been 99.0%,[34] SCE states that its API availability was 98.12% including planned and unplanned downtime, and 99.94% when accounting for unplanned downtime only,[35] and SDG&E states that its API availability was 99.95%.[36] It is therefore puzzling why the IOUs state that Mission:data's

[32] MD-0516 at 9.
[33] SDGE-0200 at DSW-6:16-18.
[34] PGE-0002 at 1-19:22.
[35] MD-0512 at 3, SCE response to Mission:data set 3, question 2(b).
[36] MD-0515 at 4, SDG&E response to Mission:data set 4, question 2(b).

SLA is unachievable when their self-reported performance exceeds Mission:data's proposal or is within striking distance of it. This is even more true when accounting for Mission:data's updated recommendation that the IOUs be permitted 160 hours per year of scheduled downtime, which represents 1.83% of the hours in a year. When combined with 99.8% availability (equivalent to 17.52 hours of downtime per year), that means the total allowable downtime in Mission:data's proposal is 177.52 hours per year, or 97.97% availability, a figure which each IOU claims it has exceeded.

## D. Other Matters

### i. It is not reasonable for ratepayers to fund SDG&E's testing environment and automated authorization status functions

SDG&E's application includes $151,947 for a programmatic method by which DRPs can interrogate the status of a given authorization and $84,959 for a dedicated test environment.[37] Regarding authorization statuses, Mission:data's subject matter expert testified:

> Any high-volume transaction IT system, such as the CTP, is reasonably expected to have a programmatic method to determine the status of individual authorizations. Otherwise, the DRP would have to revert to manual, one-off communications with a utility via telephone, email, etc. to resolve questions on individual customer authorizations. Questions on individual authorizations could number in the hundreds or thousands, creating significant unnecessary administrative costs for both IOUs and DRPs. As a former software executive, I struggle to fathom why SDG&E would have neglected to provide this functionality in the past.[38]

It is all the more remarkable that SDG&E is five years into implementing Rule 32, has processed over 30,000 customer authorizations and still uses manual email communication for informing

[37] For authorization status, Table TM-5A, SDGE-0202 at 11; for test environment, sum of Tables TM-3 and TM-4, *Id.* at 7-8.
[38] MD-0500 at 19:310-317.

DRPs of the status of authorizations.[39] Moreover, SDG&E only provided three (3) paragraphs of justification for the test environment.

This proceeding is concerned with the question of whether the IOUs' applications are just and reasonable. While Mission:data strongly believes these improvements are necessary and should be implemented, it would unjust and unreasonable for the Commission to grant a presumption of prudence for the above-referenced expenses going into SDG&E's next General Rate Case ("GRC") because it would excuse SDG&E for its failure to meet normal industry expectations.

**ii. Data delivery formats should be standardized**

Mission:data provided evidence in rebuttal testimony that SDG&E uses a customized, idiosyncratic CSV file format for certain types of data.[40] CSV files can be difficult for software programs to parse for several reasons, including that "headers" or field names may not be consistent, or may not be consistently ordered, between files, rendering it difficult or impossible for software to ingest uniformly. These challenges represent barriers to data access. In contrast to SDG&E, PG&E uses the Green Button standard known as "RetailCustomer" to format certain types of data, ensuring that DRPs have a common understanding of the type, format and meaning of certain data they receive. Mission:data concludes that standardization should be a condition of the Commission's approval of the IOUs' applications.[41] After all, Mission:data believes that both PG&E's approach of leveraging a national standard and SDG&E's approach of ignoring standards cannot simultaneously be prudent.

[39] SDGE-020 at 10:3-11.
[40] MD-0505 at 7:1-7.
[41] *Id.* at 6:8-9.

SDG&E states that the Commission has not yet ordered standardization of data provided via the IOUs' CTPs.[42] That may be true, but it is beside the point. Mission:data identified several benefits of standardization, and the current proceedings are an excellent opportunity to make progress toward Commission objectives of eliminating barriers to data access and increasing customer choice.[43]

SDG&E claims it considered standardization, but provided no evidence that this consideration occurred.[44] When asked why SDG&E did not choose to utilize the Green Button standard known as "RetailCustomer," SDG&E stated:

> The Retail Customer schema was developed as part of industry cooperation through the Green Button Alliance. SDG&E started its GBC platform development in July 2015 and deployed the platform in March to May of 2016. At the start of SDG&E's GBC project, the current version of the GBC certification from the Green Button Alliance listed the Retail Customer schema as 'not available.' The 'Customer Retail' schema was therefore not utilized for either GBC or the CTP.[45]

SDG&E's response elides the fact that it had multiple opportunities since 2016 to take corrective action. For instance, after 2018, PG&E eliminated its separate, customized "flat file" data format for certain Rule 24 information and standardized on the Green Button standard, including RetailCustomer.[46] SDG&E simply chose not to take the same prudent approach as PG&E.

SDG&E also states three reasons why SDG&E decided against standardization: 1) the complexities of deciding on what standard should be used across utilities with regard to parties' preferences, 2) the differences between IOUs' systems and 3) increased costs to ratepayers

[42] "Simply put, the Commission so far has chosen not to undertake the process to require standardization of data in the CTP." SDGE-0210 at DSW-7:1-2.
[43] MD-0505 at 7:17 – 8:3.
[44] SDGE-0210 at DSW-4:17-18.
[45] MD-0502 at 17.
[46] PG&E response to Mission:data set 2, question 1, MD-0511 at 2; MD-0508.

resulting from trying to standardize these differences.[47] Reason 1 is easily dismissed; proof that excessive complexity does not exist is the fact that PG&E has already standardized on RetailCustomer, as described above. SDG&E's Reason 2 fails to distinguish between the IOUs' systems and the *output* of IOUs' systems that transmit certain data types to DRPs. No party is claiming that the IOUs' systems themselves should be identical. Rather, the value of standardization is that the outputs of certain files can follow common formats. Barriers (i.e., costs) to data access are reduced when DRPs are able to reuse software amongst the IOUs' CTPs. SDG&E made a conscious choice to derive its own unique CSV format; it could have easily chosen another format, one that is based on a national standard and that PG&E implemented of its own accord.

As for Reason 3, Mission:data is not persuaded that the costs of standardization will be significant. SDG&E did not provide any detail or evidence about the costs of standardization in sur-rebuttal testimony, saying only vaguely that there would be "increased costs."[48] Nevertheless, for the Commission to be fully informed about the costs of standardization – whatever those may be – Mission:data recommends that the Commission require SDG&E and SCE to file Advice Letters containing supplemental budgets necessary to achieve standardization of file formats within sixty (60) days following an order in this proceeding. At that point, the Commission will be sufficiently informed to make a decision on the merits.

[47] SDGE-0210 at DSW-4:21 – DSW-5:3.
[48] SDGE-0210 at DSW-5:1.

### iii. Energy Division preapproval of changes to the customer experience should be required

In direct testimony, Mission:data argued that the IOUs should not be permitted to make modifications to the customer-facing authorization experience without Energy Division ("ED") approval.[49] The Customer Data Access Committee ("CDAC") was formed in 2016 as a result of Decision D.16-06-008 and stakeholders spent several years refining user experience improvements. Given clear evidence of the long-running contention in the area of customer experience in the enrollment of third party demand response as well as Commission directives that the IOUs should prevent "enrollment fatigue"[50] and "eliminate barriers to data access,"[51] it is reasonable and appropriate for the Commission to require ED preapproval of changes to the customer experience in order to prevent unnecessary litigation and disruption to DRPs' customer enrollment efforts.

There is evidence that one of the IOUs has already attempted to unilaterally modify the authorization process's customer experience. SCE added a survey to the authorization process to query customers' views.[52] Whether or not SCE's modification was or was not proven to be harmful to customer enrollment efforts is secondary to the fact that SCE's modification could have had significant negative impacts on enrollment and caused DRPs to incur costs necessary to educate their prospective customers about the modification to the established process. It is therefore prudent as a precautionary measure for the Commission to have ED preapprove

[49] MD-0500 at 13.
[50] California Public Utilities Commission. Decision D.16-06-008, *Decision Addressing Budgets for Day-Ahead, Real-Time, and Ancillary Services During the Intermediate Implementation Step of Third-Party Demand Response Direct Participation*. June 16, 2016 at FoF22-23, 25 and OP9.
[51] California Public Utilities Commission. Decision D.16-09-056, *Decision Adopting Guidance for Future Demand Response Portfolios and Modifying Decision 14-12-024*. October 5, 2016 at OP8.
[52] MD-0500 at 14, Figure 1.

changes to the customer experience in order to prevent adverse impacts on customer enrollment from materializing.

SDG&E argues that ED approval should be rejected because, allegedly, ED lacks the experience to be qualified in this area.[53] This is an extraordinary claim; if ED were disqualified from any roles in which their technical expertise did not satisfy the IOUs' expectations, ED could be deemed unfit for virtually any role of regulatory oversight. Independence, rather than technical expertise, is the important attribute of ED, which is why Mission:data made the recommendation to have ED preapprove of changes. To heed SDG&E's claim would be to negate ED's current and historic responsibilities concerning third party demand response and its productive role in refereeing disputes between IOUs and DRPs.

#### iv. A single public-facing website showing CTP outages would be a valuable accountability tool

If the IOUs are confident in their ability to manage the "uptime" or availability of the CTPs, then a public-facing website should present no concerns to the IOUs. The only purpose served by denying the creation of such a website would be to make scrutiny of the CTPs' performance more difficult. For these reasons, the IOUs' arguments against greater accountability should be rejected and the Commission should require the IOUs to provide a common, public-facing website to communicate CTP outages and maintenance announcements.

### 4. Conclusion

For the reasons stated above, Mission:data respectfully requests that the Commission adopt the recommendations contained herein.

[53] SDGE-0207 at DSW-7:8-14.

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Respectfully submitted,

FOR MISSION:DATA COALITION

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